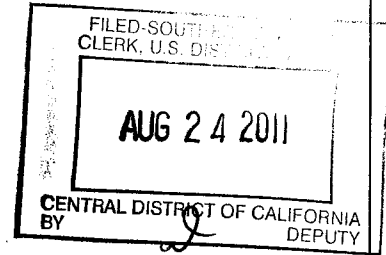


Christopher January
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Los Angeles, CA. 90019
Ph: 310-984-8013
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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

Christopher January

Plaintiff

v.

TD SERVICE COMPANY

Defendant(s),

CASE NUMBER:

SACV11-1133-AG(RNBx)

**AFFIDAVIT
TEMPORARY RESTRAINING
ORDER**

Defendants, in the action by Plaintiff in the instant motion for a temporary restraining order, initiated foreclosure actions against Plaintiff without demonstrating that:

- the alleged real party in interest, for whom defendant claimed to act as agent, is in fact a true party in interest in the promissory note alleged by defendant;
- defendant is in fact a proper agent for the real party in interest to the alleged promissory note;
- that the real party in interest held a valid lien against the property;
- that defendants had complied with all relevant laws.

1 Plaintiff has no knowledge that defendant is a proper agent for the alleged real party in interest and
2 has no knowledge that the entity claiming to be the real party in interest, has a valid claim against
3 the property on which defendant is attempting to foreclose.
4

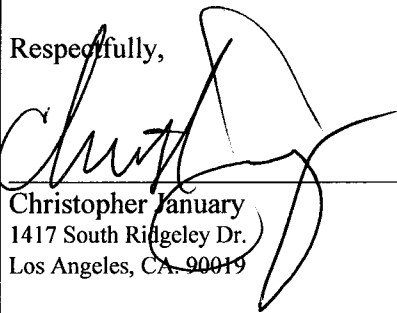
5 Defendant has reason to believe that, immediately after Plaintiff signed a promissory note and a
6 lien document providing a lien against the property in question, the lender to whom the lien was
7 granted, traded the promissory note to a third party. In as much as the lien was not transferred to
8 that same party, the lender still held a lien. Plaintiff alleges that, the lender accepted consideration
9 in exchange for the promissory note created by Plaintiff. In as much as lender accepted the offered
10 consideration, lender was compensated and could no longer be harmed by any failure on the part of
11 Plaintiff to comply with the provisions of the promissory note, thus rendering the lien held by
12 defendant unenforceable. Further, in as much as the purchaser of the promissory note accepted the
13 note in exchange for consideration provided to the lender, the transaction, once completed left the
14 purchaser with a claim against the signatory of the promissory note, but no claim against the
15 property.
16

17 It is further alleged that the lender retained the lien document in furtherance of a scheme to hold the
18 lien for three years then file an Internal Revenue Service Form 1099a and claim the full amount of
19 the lien as abandoned funds so that lender could receive consideration a second time. Later, after
20 receiving consideration on the transaction twice, transferred the void lien to some third party who
21 would then attempt to express said lien.
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1 It is the position of Plaintiff that:

- 2
- 3 • defendant has no claim against the property;
 - 4 • even if such standing could be demonstrated, the purported agent for the principal has
 - 5 failed to properly demonstrate agency in the instant matter;
 - 6 • even if such agency could be demonstrated, defendant has failed to abide by the provisions
 - 7 of the Serviceman's Civil Protection Act of 1940 and, thereby, is estopped by UCC 3-501
 - 8 from further collections and has no standing to invoke the subject matter jurisdiction of
 - 9 the court
- 10
- 11
- 12
- 13
- 14

15 Respectfully,

16 
17 Christopher January
18 1417 South Ridgeley Dr.
19 Los Angeles, CA 90019

20 Date: 8-24-11

21

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28

1 PROOF OF SERVICE

2 I, Christopher January (name), declare as follows. I am over the
3 age of 18 years. My address is:

4 1417 S. Ridgeley Dr.
5 Los Angeles, CA. 90019
6

7
8 On 8-24-11 (date), I served the foregoing document described
9 as:

10 AFFidavit: Temp Restraining order
11
12
13

14
15 on all interested parties in this action by placing a true and correct copy thereof in a
16 sealed envelope, with first-class postage prepaid thereon, and deposited said
17 envelope in the United States mail in Los Angeles, addressed
18 to: (city, state)

19 T.D. Service Co. (name) Lawrence J. Dreyfuss (name)

20 Patrick J. D. (address) 7700 Irvine Center Drive (address) #710

21 1820 E. First St (address) Irvine, CA. 92618 (address)

22 Suite 300
23 Santa Ana, CA. 92705

I declare under penalty of perjury that the foregoing is true and correct.

24 Executed on 8-24-11 (date) at Los Angeles (place of signing)

25
26 Joyce Garcia (signature)
27 Joyce Garcia (name)
28